

## **COLLECTIVE AGREEMENT**

Between **CAN-DOR INTERIOR SPECIALTIES INC.**  
(hereinafter referred to as "the Employer")

And **CONSTRUCTION & ALLIED WORKERS' UNION,  
LOCAL 68**  
Affiliated with the  
Christian Labour Association of Canada  
(hereinafter referred to as "the Union")

### **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
  - b) to provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
  - c) to establish an equitable system for the promotion, transfer, layoff, and recall of employees;
  - d) to establish a just and prompt procedure for the disposition of grievances;

- e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer except office and sales staff as established in the Certificate issued by the British Columbia Labour Relations Board dated October 9, 1996, that is, all employees at and from 8480 Aitken Road, Sardis, B.C.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, save and except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.05 The Union acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Employer:

- a) to manage the enterprise, including the scheduling of work and the control of materials;
- b) to maintain order, discipline, and efficiency;
- c) to hire employees, to direct, transfer, promote, layoff, suspend and discharge them, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 The Employer may contract out work where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower.

Work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted, or discharged as the result of contracting out of work.

2.07 Persons not covered by this agreement, except in cases of emergency or for job training purposes, shall not perform work that is normally performed by employees covered by this agreement. However,

- a) Management may continue to perform bargaining unit work that they have historically performed in the paint shop.

- b) Notwithstanding (a) above, no more than one (1) supervisor/management individual may perform bargaining unit work at any given time.
- c) Under no circumstances may management perform bargaining unit work when there are qualified employees on layoff.

### **ARTICLE 3 – SCOPE**

3.01 Should any provisions of the Collective Agreement be rendered null and void, or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays;
- Part 7, Annual Vacation; and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Collective Agreement.

3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

3.04 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.

#### **ARTICLE 4 - UNION REPRESENTATION**

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to elect or appoint Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under law. The Representative shall have reasonable access to the plant while it is in operation; the Representative shall not interfere with production.

4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

4.03 a) Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

- b) The Employer will pay employees on the Bargaining Committee at their regular hourly rate for time spent on negotiating a collective agreement whenever this takes place during the regular working hours of the employees concerned.

## **ARTICLE 5 - NO CESSATION OF WORK**

- 5.01 In accordance with Article 57 of the *B.C. Labour Relations Code*, during the term of this Agreement or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike or slow down or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 5.02 In accordance with Article 57 of the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

## **ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for full-time positions, provided such applicants are qualified, in the Employer's view, to meet the requirements of the job.

- 6.02 The Employer has the right to hire new employees as needed provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 6.03 New employees will be hired on a sixty (60) working day probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of beginning of employment.
- 6.04 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. In the first week of work, the Employer will refer any new employee to a Steward or a CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.

## **ARTICLE 7 – CHECK OFF**

- 7.01 The Employer is authorized and shall deduct monthly Union dues, or a sum in lieu of Union dues, from each employee's pay in the amount of one and four tenths of one percent (1.4%) of gross wages, as a condition of employment.
- 7.02 The total amount checked off will be turned over to the Union's provincial office each month within two (2) weeks after the check-off is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

- 7.03 Employees who, because of religious or conscientious objections, cannot support the CLAC may apply to the Union, in writing, for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy and such permission shall not be unreasonably withheld.

## **ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY**

- 8.01 Rates of pay applicable to various classifications are as set forth on Schedule "A" attached hereto and made part hereof.
- 8.02 Where new machinery is installed that materially affects the conditions of work of the employee concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee(s) involved. Failure to reach agreement will result in binding arbitration.
- 8.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to two (2) hours' reporting pay. If the employee is recalled at any time prior to his next regularly scheduled shift, he will be entitled to the foregoing reporting pay in addition to any hours worked. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

- 9.01 The regular workweek shall consist of five (5) consecutive eight-(8) hour shifts, a forty- (40) hour week. There shall be an unpaid lunch period of thirty (30) minutes on completion of the first four and one-half (4½) hours of work unless a breakdown or another operating requirement dictates that for the efficient operation of the plant either an earlier or later lunch should be taken by some or all employees.
- 9.02
- a) The employer must pay an employee who works over eight (8) hours a day:
    - i. one and a half (1 ½ ) times the employee's regular wage for the time over eight (8)hours and,
    - ii. double the employee's wage for any time over eleven (11) hours.
  - b) The employer must pay an employee who works over forty (40) hours a week:
    - i. one and a half (1 ½ ) times the employee's regular wage for the time over forty (40) hours and,
    - ii. double the employee's wage for any time over forty-eight (48) hours.
  - c) For the purposes of calculating weekly overtime under Article 9.02 (b), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
  - d) An employee may request to bank overtime worked at premium rates, and add such accumulated time to his vacation or other time off. Reasonable notice is required and the Employer shall not unreasonably refuse the request.

- 9.03 Overtime hours shall be offered to the capable senior employee in each functional area of the operation. Where senior employees have exercised their right of refusal for available overtime hours the Employer may assign such hours in inverse order of seniority.
- 9.04 There shall be two (2) rest periods (or coffee breaks) with pay, of fifteen (15) minutes' duration each, approximately midway each half of every shift. A further rest period of fifteen (15) minutes with pay will be granted at the completion of the employees' regular shift if such employees are required to work an additional hour after the completion of the overtime break.
- 9.05 Except in cases of emergency, there shall be a minimum of two (2) days' notice of shift changes. Failure to provide such reasonable notice shall result in the following shift being an overtime shift.

## **ARTICLE 10 - VACATIONS AND VACATION PAY**

- 10.01 Employees will receive annual vacations, with pay, upon completion of the following periods of service, calculated as a percentage of gross earnings:
- less than one (1) year's service – vacation pay and time off as per the *Employment Standards Act*;
- after one (1) year's service – two (2) weeks' vacation, with pay at four percent (4%);
- after five (5) years' service – three (3) weeks' vacation, with pay at six percent (6%);

after eight (8) years' service – four (4) weeks' vacation, with pay at eight percent (8%);

after ten (10) years' service – five (5) weeks' vacation, with pay at ten percent (10%).

Vacation pay is due only:

- a) on the pay day immediately prior to an employee's scheduled vacation; and/or
- b) on termination of employment; and/or
- c) on request of the employee with two weeks' written notice.

Vacation pay stubs shall show gross earnings during an indicated period of time, as well as the percentage at which vacation pay is calculated. Vacation pay shall be on a separate cheque.

10.02 The Employer will endeavour to grant vacations at the times requested in the vacation season or period, considering business requirements. As a guideline, employees with the most seniority will have first choice of the times to be granted off.

10.03 The following shall be considered as days actually worked for determining vacations for an employee after one (1) year of employment:

- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The Employer shall have the right to require a certificate from a

medical doctor;

- c) any other absence with pay duly approved by the Employer in writing.

10.04 In the event of a public holiday falling during an employee's annual vacation with pay, such employee shall be entitled to be off the day he would normally have returned to work or a mutually agreed upon day at some other time.

### **ARTICLE 11 - HOLIDAYS**

11.01 The Employer agrees to pay, at regular rates of pay, eight (8) hours for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

11.02 To be eligible for a Statutory or Paid Holiday, an employee must have

- a) been employed for a minimum of thirty (30) calendar days and must have worked during the thirty (30) calendar days prior to the Statutory or Paid Holiday; and
- b) must have worked fifteen (15) out of the last thirty (30) days.

Payments shall be made in accordance with Section 24 of the *Employment Standards Regulations*. Being on annual vacation shall constitute being at work for this determination.

11.03 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-

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half (1½) times the regular rate in addition to his/her holiday pay; after eight (8) hours the rate shall be two (2) times the regular rate of pay.

- 11.04 If one of the above named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled day shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.
- 11.05 Where an employee works on a statutory holiday, the employee shall be entitled to one (1) day off, unpaid. The employee must give one (1) week's notice of his intent to take the day off.

## **ARTICLE 12 - SENIORITY, LAYOFF AND PROMOTION**

- 12.01 Seniority of employees shall be recognized on a plant wide basis. New employees shall be placed on the seniority list at the end of their probationary period as per Article 6.03, and their respective seniority shall be dated back to the beginning of regular employment. Employees hired on the same day will be assigned seniority status by flip of a coin.
- 12.02 Seniority lists shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.
- 12.03 Seniority rights shall cease for any employee who:
- a) voluntarily quits the employ of the Employer;
  - b) is discharged and such discharge be not reversed through the Grievance Procedure;
  - c) fails to report for three (3) days following the expiration of

a leave of absence, unless he has a justifiable reason;

- d) has less than one (1) year's seniority and is laid off for a continuous period of more than six (6) consecutive months, and for any employee who has one (1) year or more seniority and is laid off for a continuous period of more than twelve (12) consecutive months.

- 12.04 a) When a shortage of work necessitates a reduction in the size of the workforce, probationary employees shall be laid off first. If further reductions are necessary, the rule shall prevail that employees shall be laid off in inverse order of their seniority, provided that those remaining have the requisite experience and are able to do the remaining available work effectively. Employees recalled from layoff shall be recalled in order of their seniority provided they have the requisite experience and are able to do the available work effectively.
- b) In the event a reduction is caused by an emergency, the application of seniority and recalls may be postponed until the day following the emergency. The Stewards and Union office shall be informed as soon as possible in this event.

12.05 The Employer shall give one (1) week's notice of the need for a layoff to the Union and will meet with a Steward, a Union Officer, or a CLAC Representative immediately after giving such notice to review the situation.

12.06 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of materials, or other reasons beyond the control of the Employer cause a stoppage or a slowdown of the operation.

- 12.07 Any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire an adequate replacement.
- 12.08 Any appeal in regard to a layoff or recall must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 12.09 Any employee laid off and recalled for work in his classification must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere, after being recalled or make definite arrangements with the Employer to return. Where the Employer relies on refusal of recall as resulting in a loss of seniority rights, the recall shall be either by registered letter, or the call shall be made in the presence of a steward who certifies that the call was effectively made.

### **ARTICLE 13 - VACANCIES AND JOB POSTINGS**

- 13.01 The parties agree that rules respecting seniority and job posting are necessary in recognition of the principle that job opportunity and security should increase in proportion to length of continuous service. The senior applicant, fully trained in the posted position as per the following Articles for a vacancy, will normally succeed. A "fully trained" applicant shall refer to an employee who has previously won and successfully concluded a trainee bid.
- 13.02 a) The Employer shall post for a minimum of seven (7) days, in conspicuous places, notices of vacant positions and trainee positions above base rate. The notice shall be in the form displayed in Schedule "B" of this Agreement.

- b) For classifications requiring a trades qualification, the Employer may hire a new employee if there are no qualified employees who apply.
- c) Unless there are no qualified applicants, successful job bid applicants may be restricted to one (1) bid every six (6) months.

13.03 Employees who are to be off work for any reason for not more than twenty-one (21) working days, if prior to the beginning of their absence, they may be eligible for job vacancy postings if via a pre-posting application for any or all positions that become available during their absence.

13.04 a) All positions posted shall be awarded within seven (7) days of the end of the posting period. Names of successful applicants shall be posted for the information of all employees.

b) Where there is no qualified applicant for a vacancy the Employer may fill such a position until an adequate replacement is found.

13.05 These provisions are not intended to prevent the Employer from making temporary appointments of up to two (2) months duration to cover specific vacation absences, or from hiring qualified persons from outside the workforce when particular skills are not available and could not reasonably have been developed. Management's discretion in these instances shall not be unreasonably exercised.

13.06 When the Employer requires apprentices, vacancies will be

posted.

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

- 14.01 The Employer shall notify the Union in writing sixty (60) days in advance of the intent to institute material changes in production methods or facilities which would result in re-training, layoff, or termination of employees.
- 14.02 Where jobs are eliminated due to technological change, the affected employees will, provided they have the aptitude, be given a reasonable opportunity to be trained to operate the new equipment or to assume other duties provided they meet the requirements of such jobs.
- 14.03
- a) Bumping by employees whose jobs are eliminated by technological change will be allowed, subject to their qualifications and plant-wide seniority entitlement.
  - b) Employees may bump up to a job previously permanently held (excluding higher training jobs temporarily held); across to a job previously held or a job within their capability after a brief orientation period (less than a day); or down to a job previously held or a job within their capability after a brief orientation period. Employees who cannot perform the duties of the job they have bumped into within the orientation period may be required to accept a job they have previously held on a permanent basis.
  - c) Within not less than two (2) weeks of the production changes taking effect, the Employer shall post a notice announcing impending implementation of technological change. Employees to be affected shall declare their intent to bump within three (3) days after the posting.

- d) At the time the changes take effect, the results of bumping shall similarly be posted.
- 14.04
- a) Employees whose employment is terminated because of technological change shall be entitled to severance pay of two (2) weeks' pay at regular straight time rates for each year of service with the Employer, to a maximum of eight (8) weeks' pay.
  - b) An employee so affected may elect to accept layoff with recall rights as defined in Article 12 in lieu of the above, the election to be made within one (1) month of the notice of termination.
- 14.05 The Parties agree to be guided by the provisions of Section 54 of the *Labour Relations Code of B.C.*

## **ARTICLE 15 - HEALTH & WELFARE**

- 15.01 In order to protect seniority employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute one hundred percent (100%) of the premium cost of the Medical Services Plan of British Columbia (MSP).
- 15.02 The Employer agrees to cover all premium costs, exclusive of long-term disability coverage, associated with the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline on the Plan is listed in Schedule "C".
- 15.03
- a) The Employer will begin to remit the premium costs for the Plan on the first of the month following the completion of the employees' probationary period. employees become eligible for the above coverage on the first of the third

month following the completion of their probationary period.

- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

15.04 a) In the event of sickness or accidents, the Employer agrees to continue to pay the premium of all insurance for a period of six (6) months. In the case of a layoff, coverage will continue to the end of the month following the month of layoff.

- b) In the event of work-related sickness or accidents, that is those covered by WCB, the Employer's contribution shall continue for a period of twelve (12) months.

- c) Where the Employer provides extended coverage, employees must make satisfactory arrangements with the Employer to remit their portion of premium cost.

15.05 All employees who qualify for health and welfare coverage as of January 1, 2003 will receive a seventy-one dollar (\$71.00) monthly health bonus for all months that the Employer remits health and welfare premiums as outlined in Articles 15.03 and 15.04.

**ARTICLE 16 - SAFETY AND HEALTH**

16.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:

- a) The Union may appoint up to two (2) representatives to a Safety Committee. An alternate may be chosen, who will serve in the absence of either of the two (2) regular representatives.
- b) The Safety Committee shall meet at least once every month or as may be required. The chairman is empowered to call extra meetings at any time. Committee members are to be paid at regular hourly rates when attending meetings.
- c) The general duties of the Safety Committee shall be in accordance with the Occupational Health and Safety Regulations of the Workers' Compensation Board of B.C.
- d) The minutes of the Safety Committee meetings will be faxed to the Workers' Compensation Board of B.C.
- e) An all-employee safety meeting will be held once every three (3) months or more often if required by the Safety Committee.

16.02 In the event an employee meets with a compensable time-loss accident on the job, he shall be paid for the entire eight (8) hour shift regardless of actual hours worked.

- 16.03 It is agreed that when a WCB inspector arrives at the plant both a Union and a non-union member from the Safety Committee will attend the WCB briefing after the plant inspection.

### **ARTICLE 17 – EDUCATION, TRAINING, & PUBLICATION**

- 17.01 a) To further the training of Union members, the Employer agrees to remit one tenth of one percent (0.1%) of gross wages to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for Union dues.
- b) This remittance shall increase to two tenths of one percent (0.2%) effective November 1, 2003 and to three tenths of one percent (0.3%) effective November 1, 2004.
- 17.02 The parties shall equally bear the costs associated with printing and publication of the Collective Agreement.

### **ARTICLE 18 - FUNERAL LEAVE**

- 18.01 In the event of death in an employee's immediate family (parent, grandparent, grandchild, sister, brother, child, mother-in-law, or father-in-law), the employee shall be entitled to be absent from work two (2) days, with pay, to make arrangements for or to attend the funeral. In the event of the death of a spouse, the employee shall be permitted to be absent from work five (5) days, with pay.

### **ARTICLE 19 - JURY DUTY**

- 19.01 Any regular full-time employee who is required to perform Jury Duty, or serve as a subpoenaed witness or at a Coroner's Inquest, and as a result will reasonably miss work, will be reimbursed by

the Employer for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work up to a maximum of ten (10) working days.

## **ARTICLE 20 - LEAVES OF ABSENCE**

- 20.01 Other leaves of absence for reasons such as marriage, education, extended vacation, compassionate or bereavement leave, or public office, may be granted, subject to operational requirements, for a maximum period of one (1) month per year of seniority, to a maximum of four (4) months inclusive of vacation time, subject to the following conditions:
- a) request for a leave must be submitted in writing two (2) months prior to the intended leave, whenever possible;
  - b) on return the employee shall be reinstated to a position similar to the position vacated, or if not available, to a lesser position without a reduction in pay;
  - c) conflicts regarding requests for a leave shall be resolved by the Union-Management Committee;
  - d) costs of any benefits shall be borne by the employee and the Employer is authorized to deduct from such an employee's pay the cost of benefits.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

- 21.01 The parties to this Agreement recognize the Stewards and the CLAC Representative specified in Article 4 as the agents through which the employees shall process their grievances and receive settlement thereof.

- 21.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. The limitation period shall apply to all differences arising between the parties hereto relating to the interpretation application or administration of this agreement. The foregoing limitation shall not apply to payroll errors of a continuing or recurring nature. In such case this limitation period shall not begin to run until the action or condition has ceased.
- 21.03 A "Group Grievance" is defined as a single grievance signed by a Steward or CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 21.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement and does not involve a claim for compensation for any individual employee or employees. A Policy Grievance may be submitted by either party to mediation or arbitration under Article 22, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 21.05 a) Prior to submitting a written grievance, an employee shall give his/her immediate supervisor an opportunity to address the complaint. At the employee's option, a steward may accompany an employee at such time.

- b) Step 1 An employee having a grievance will, through a Steward or a CLAC Representative, submit the same to his immediate supervisor in writing within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.
- c) Step 2 If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1 or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

#### 21.06 Settlement Officer

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, a Ministry of Labour officer or substitute agreed to by the parties shall, at the request of either party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date time does not run in



22.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days.

22.05 Expenses of Arbitration

Each party shall pay one-half of the fees and expenses of the Arbitrator.

22.06 Amending Time Limits

The time limits fixed in the arbitration procedure may only be altered by mutual consent of the parties but the same must be in writing.

**ARTICLE 23 - DISCIPLINE AND DISCHARGE**

23.01 a) The Employer agrees to apply progressive measures of discipline in a fair and equal manner, and agrees to promptly notify the Union of all disciplinary actions of record taken against any employees.

b) All discipline of record shall be in writing with copies to the employee, the steward, and the Union office. All discipline meetings shall be in the presence of a steward if such is requested by the employee.

23.02 An employee may be discharged for proper cause by the Employer. Within five (5) workdays following the discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the discharge. Within five (5) workdays following the interview, the Union may submit the complaint to mediation or arbitration.

## **ARTICLE 24 - UNION-MANAGEMENT COMMITTEE**

24.01 The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as often as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- a) hiring policies;
- b) discipline and discharge policies;
- c) training and promotion;
- d) safety measures;
- e) matters that affect the working conditions of employees, or the manner or level of compensation of the employees.

24.02 The Employer and the Union may each appoint three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Employer for posting.

## **ARTICLE 25 - PLANT CLOSURE**

25.01 Employees terminated as a result of a permanent closure of the plant shall be entitled to severance pay equal to two (2) weeks' pay for the first three (3) years of service. After this, one (1) week's pay per year to a total of ten (10) weeks computed on the basis of their current regular straight time hourly wage.

**ARTICLE 26 - DURATION**

- 26.01 This Agreement shall be effective on the first (1st) day of November, two thousand two (2002) and shall remain in effect until the thirty-first (31st) day of October, two thousand five (2005), and for further periods of one (1) year, unless notice shall be given by either party of the desire to delete, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.
- 26.02 Notwithstanding Article 26.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.
- 26.03 The parties agree to exclude the operation of Section 50 (2) and (3) of the *Labour Relations Code*.

**DATED** at Sardis, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of  
**CAN-DOR INTERIOR  
SPECIALTIES INC.**

\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of  
**CONSTRUCTION &  
ALLIED WORKERS' UNION,  
LOCAL NO. 68**

\_\_\_\_\_  
CLAC Representative

\_\_\_\_\_  
Bargaining Committee Member

**SCHEDULE A**  
**CLASSIFICATION AND WAGE RATES**

<b>Classifications</b>	<b>Effective Nov. 1, 2002</b>	<b>Effective Nov. 1, 2003</b>	<b>Effective Nov. 1, 2004</b>
Machine Set-up	19.62	<sup>1</sup> BC CPI	<sup>2</sup> BC CPI
Finisher/Leadhand	17.41	17.91	*
Wrapper Key Hand	16.52	17.02	B
Wrapper Operator	14.80	15.30	C
CNC Operator	16.52	17.02	C
Spray Painter	14.80	15.30	P
Machinist	14.58	15.08	I
Shipper	14.58	15.08	+
Machine Operator (Mitre Saw, Machinist Helper, Sander)	13.52	14.02	1 %
Edgeband Operator	12.00	12.50	
Feeder/Tailer/Labourer      Start	9.00	9.00	9.00
Upon completion of probation	9.90	9.90	9.90
After one year of service	10.20	10.50	*BC CPI +1%
After two years of service	10.40	10.90	*BC CPI +1%

<sup>1</sup>Effective November 1, 2003 this rate shall increase by an amount equal to the percentage change in the annual average of the BC CPI from October 1<sup>st</sup>, 2002 to September 31<sup>st</sup>, 2003 up to a maximum of two and one half percent (2.5%).

<sup>2</sup>Effective November 1, 2004, this rate shall increase by an amount equal to the percentage change in the annual average of the BC CPI from October 1<sup>st</sup>, 2003 to September 31<sup>st</sup>, 2004.

\*Effective November 1, 2004, these rates shall increase by an amount equal to one percent higher than the percentage change in the annual average of the BC CPI from October 1<sup>st</sup>, 2003 to September 31<sup>st</sup>, 2004.

**SCHEDULE "A"**  
**CLASSIFICATIONS AND WAGE RATES**  
**PAGE 2**

**GENERAL**

1. Posting into a Permanent Vacancy  
Employees who successfully post into a vacancy shall be paid the appropriate wage rate for the classification for all hours worked.
2. Employees posting into a permanent or trial/training position shall not take a reduction in pay.
3. Employees posting into a vacancy will be required to serve a three hundred twenty (320) hour trial period. It is understood that the Employer is not obligated to continue training an employee who does not show reasonable aptitude or show reasonable progress in learning the required skills during the trial period. Such an employee will return to their previous position and rate of pay for that classification.
4. Employees posting into a training or trial position will receive the training rate that is seventy percent (70%) of the classification wage for the first one hundred sixty (160) hours and eighty percent (80%) of the classification wage for the next one hundred sixty (160) hours. Once employees have passed the training period they will receive eighty percent (80%) of the classification rate for all hours worked and one hundred percent (100%) of the classification rate for all hours worked in the classification.
5. An employee working in a training or trial position will receive a minimum of four (4) consecutive hours per day of training, unless operationally impossible.

**SCHEDULE "A"**  
**CLASSIFICATIONS AND WAGE RATES**  
**PAGE 3**

6. In accordance with Article 22, and in conjunction with the quarterly Union-Management meetings, the parties agree to review the number of people employed in each classification and shall make adjustments as required using the guideline that employees shall be considered for reclassification when fifty percent (50%) or more of their hours worked are spent in a higher rate classification. The Employer may give credit for experience outside of the bargaining unit where this is relevant to the work being performed.
  
7. Employees who are designated "First Aid Attendant" and who are required to maintain their tickets in order to retain their position shall be fully compensated by the Employer for course fees and other related expenses in order to attend first aid courses. Employees who fail the course shall reimburse the Employer for the cost of the course.

Designated First Aid Attendants shall be paid a premium of twenty-five cents (\$0.25) per hour for all hours worked.

**SCHEDULE "B"**

**JOB NOTICE**

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Trainee

Fully Trained

Permanent Opening

Comments:

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Applicants should sign a job notice application form which should be returned to your supervisor by: \_\_\_\_\_  
20\_\_\_\_.

cc: Lunchroom  
CLAC  
Payroll

## **SCHEDULE “C”**

### **OUTLINE OF INSURANCE PLAN COVERAGE**

(This schedule does not form part of the collective agreement.  
It is for information only).

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$1,500 per person annually
  - Comprehensive: 50% up to \$1,500 per person annually
  - Orthodontic: 50% up to \$2,000 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$200 per year
  - over 21: \$200 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident and the fourteenth (14<sup>th</sup>) day of sickness for a maximum of one hundred nineteen (119) days (1/14/119);
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred twenty (120) days until age 65 (120/65).

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**COLLECTIVE AGREEMENT**

**BETWEEN CAN-DOR INTERIOR SPECIALTIES INC.**

**AND CONSTRUCTION & ALLIED WORKERS'  
UNION, LOCAL NO. 68**

**NOVEMBER 1, 2002 - OCTOBER 31, 2005**